

Adina McGarr, Psy.D
1187 Coast Village Rd., Ste. 10P
Santa Barbara, CA 93108
Telephone (818) 518-6775
www.mysantabarbaratherapy.com

PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Section 1: Practitioner's Professional and Contact Information

Practitioner's Name: Adina McGarr, Psy.D

License\Certification: Clinical Psychologist, PSY 22253

Practitioner's Phone Number: (818) 518-6775

Practitioner's Address: 1187 Coast Village Rd., Ste. 10P., Santa Barbara, CA 93108

Welcome to my practice. This document contains information about my professional/business policies. It contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) for the purpose of treatment, payment, and health care. You may revoke this Agreement between us in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

Section 2: Services and Treatment Approach

The services provided by this practitioner include individual, couples, family, and group therapy. Our first few sessions will involve an evaluation of your needs. I will then be able to offer you some first impressions of what our treatment work would include. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. You should feel free to consult with another mental health professional for a second opinion.

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client and the particular problems brought forward. The therapy I provide is strongly influenced by a psychodynamic perspective and therefore works on addressing the underlying, often unconscious, issues that are manifesting as symptoms or problematic behavior. Specifically, I utilize an object relations approach to therapy, which helps clients gain insight into their internal world, their patterns of relating and attaching, and their use of psychological defense mechanisms. However, there are different methods that I may use to deal with the problems that you hope to address.

Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for therapy to be effective and successful, you will have to work on things that we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Therapy often involves discussing unpleasant aspects of your life, which may cause uncomfortable feelings like sadness, anger, guilt, frustration, loneliness, and helplessness. It is not unusual to experience a period of increased emotional distress, as you will be exploring and addressing issues that you have previously worked hard to defend against. Successful psychotherapy has been shown to lead to better interpersonal

relationships, solutions to specific problems, and an increased ability to regulate and tolerate states of emotional distress.

Minors and parents: A patient over age 12 may consent to psychological services if he or she is mature enough to participate in such services, and the minor patient either would present a danger of serious physical or mental harm to him or herself or others, is the alleged victim of incest or child abuse, or is in need of alcohol or drug treatment. The law may allow parents to examine their child's treatment records unless I determine it would have a detrimental effect on my professional relationship with the patient, or to his/her physical safety or psychological well-being. Because privacy in psychotherapy is crucial to treating teenagers, and parental involvement is also essential, it is usually my policy to have an agreement with minors [over age 12] and their parents about access to information. This agreement provides that during treatment, I will provide parents with only with general information about the progress of the treatment, and the patient's attendance; with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless I feel that the child is in danger to self or others, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

Section 3: Patient's Rights

You have the right to refuse and to stop services at any time and for any reason. In the case where a minor is the patient, the legal guardian has the right to refuse services and to stop services at any time.

You have the right to choose the best services and provider. There are a variety of providers and approaches to therapy. It is your responsibility to ensure that you are receiving the best services to suit your needs. If at any time you believe the services you are receiving are not suitable, it is your responsibility to raise this concern with your provider and she will work to improve services or refer you to another provider who may be able to meet your needs.

You have the right to confidentiality, meaning that the contents of your sessions, along with any other documentation pertaining to your treatment will not be disclosed to any other party without written permission. **EXCEPTION:** HIPPA allows disclosure of information for the purposes of treatment, payment, or health care (e.g. insurance company).

Please be aware, however, that there are limitations to patient confidentiality in accordance with the STATE OF CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS. These limitations are listed below.

If a judge finds that any person after having been informed that the communications would not be privileged, has made the communications to the psychologist in the course of a psychological examination ordered by the court, provided the communications shall be admissible only on issues involving the person's psychological condition;

If, in a civil proceeding, a person introduces his psychological condition as an element of his claim or defense or, after a person's death, his condition is introduced by a party claiming or defending through or as a beneficiary of the person, and the judge finds that it is more important to the interests of justice that the communications be disclosed than that the relationship between the person and psychologist be protected;

If the psychologist believes in good faith that there is risk of imminent personal injury to the person or to other individuals or risk of imminent injury to the property of other individuals;

If child abuse, abuse of an elderly individual or abuse of an individual who is disabled or incompetent is known or in good faith suspected. Such abuse is defined as follows:

Child Abuse-a child under 18 is endangered as a victim of child abuse or neglect (physical, emotional suffering), I must report it to Child Protection. Once such a report is made, I may be required to provide additional information.

Elder/Dependent Person Abuse- physical abuse, abandonment, abduction, isolation, financial abuse or neglect, I must make a report to the appropriate government agency. Once such a report is filed, I may be required to provide additional information.

If a psychologist makes a claim for collection of fees for services rendered, the name and address of the person and the amount of the fees may be disclosed to individuals or agencies involved in such collection, provided that notification for disclosure will be made in writing, to the person not less than thirty days prior to such disclosure. In cases where dispute arises over the fees or claims or where additional information is needed to substantiate the claim, the disclosure of further information shall be limited to the following: (A) That the person was in fact receiving psychological services, (B) the dates of such services, and (C) a general description of the types of services.

The above information is not considered legal advice. If you have further questions about the confidentiality of information you disclose, you may want to discuss this with an attorney.

Section 4: Services and Fees

Counseling sessions are scheduled on a weekly basis and last 50 minutes in length, unless otherwise negotiated with your therapist. If you are late for a session, only the remaining portion of the scheduled time will be reserved for your session.

If you are unable to attend your scheduled session, you will not be charged provided that you have given at least 24 hours notice. If you do not provide 24 hours notice, you will be charged 100% of the regular fee, with the exception of extreme extenuating circumstances.

My hourly fee is \$150.00. In addition to weekly appointments, I charge this amount for other professional services that you may need, though I will break down the hourly cost if I work for periods of less than 50 minutes. Other services include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals that you have authorized, preparation of records or treatment summaries, and the time spent performing any other professional service you have requested of me. If you are involved in or considering any type of legal action you must notify me as soon as possible. This may impact/change the form of the psychological services I will provide. I do not provide a service that is suitable to utilize in resolving legal proceedings. However, if for some reason, my involvement is necessary or court ordered, my hourly fee is \$250.00, as this involves increased time and expense outside of the office.

Acceptable methods of payment for services include cash, checks, and credit cards. Payment for services is collected at the time services are rendered, unless otherwise agreed upon. In

circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. You will be notified in writing at least thirty days prior to my taking action, so that you have the option of making the payment without the involvement of a third party. If legal action is needed, its costs will be included in the claim. In most collection situations, the only information that I release regarding a client's treatment is his/her name, the nature of the services provided, the dates of services, and the amount due.

If you are using insurance, I will bill them directly, however, in the event that your insurance does not cover agreed upon fees, you (not your insurance company) are responsible for full payment.. *Note that insurance companies do not provide reimbursement for cancelled sessions.*

CONTACTING ME: Due to my work schedule, I am often not immediately available by telephone. My telephone is answered by a personal and confidential voice mail on my cellular phone. Please leave times and phone numbers for me to reach you. I will attempt to return your call on the same day, with the exception of weekends and holidays. **If you are unable to reach me and cannot wait for me to return your call, contact 911.** If I will be unavailable for an extended time, I will provide you with emergency contact procedures.

Section 5: Professional Records

The law requires that I maintain a Clinical Record about you, in which I keep your Protected Health Information (PHI). In the Clinical Record is information about your reasons for seeking therapy, the ways in which your problem impacts your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. You may view this record, except in the circumstance that doing so would physically endanger you and/or others or makes reference to another person. Because these professional records can be misinterpreted and/or upsetting to untrained readers, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. If I refuse your request you have the right of appeal.

I reserve the right to have the option, if deemed necessary, to also keep a set of Psychotherapy Notes for my own use to assist me in providing your treatment. These can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy; sensitive information; or confidential information from others. These notes are not available to you and cannot be sent to anyone else, including insurance companies without your signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement. I am happy to discuss any of these rights with you.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS. IT ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Client or Legal Guardian Signature: _____ Date _____

Psychologist Signature: _____ Date: _____